



ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

"Courteous Vigilance"

JANICE K. BREWER ROBERT C. HALLIDAY
Governor Director

August 15, 2012

Cochise County
Information Technology
Travis Cutright
1415 Melody Lane, Bldg., #D
Bisbee, Arizona 85603

RE: MOU's between Cochise County and Department of Public Safety
DPS CONTRACT NO. 2012-157 Mule Mountain
DPS CONTRACT NO. 2012-158 Texas Canyon

Dear Mr. Cutright:

Enclosed please find three duplicate originals of the above referenced MOU's between the Arizona Department of Public Safety and Cochise County (Mule Mountain and Texas Canyon). At your earliest convenience please obtain the indicated Board of Supervisors signatures and return all copies to the below address. Upon their return, the DPS Director will sign and a fully executed original will be returned to you for your records.

Arizona Department of Public Safety
Attn: Kevin Rogers, Manager; WSB
P.O. Box 6638, Mail Drop 2800
Phoenix, Arizona 85005-6638

Should you have any questions or require further technical information please do not hesitate to contact Mr. Scott Tillman, Wireless Systems Engineer, at 602-223-2275. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to be "KR", written over a horizontal line.

Kevin Rogers
Manager
Wireless Systems Bureau

mg

Enclosures

Memorandum of Agreement

This memorandum is to document an understanding and agreement between:

The Arizona Department of Public Safety (AZDPS)

And

Cochise, County of (Cochise)

The Arizona Department of Public Safety (AZDPS), and the County of Cochise (Cochise) enter into this Memorandum of Agreement for the purpose of transferring the Mule Mountain Communications Site from AZDPS to Cochise. Reassignment of the appropriate site lease with the Arizona State Land Department shall be handled as a separate matter.

This statement pertains specifically to the roles and responsibilities of the Arizona Department of Public Safety, Wireless Systems Bureau (AZDPS/WSB), and Cochise County (Cochise) in the preparation for the transfer to property and rights between AZDPS and Cochise.

- Arizona Department of Public Safety, Wireless Systems Bureau, agrees to assist Cochise in identification of the property lines for the lease transfer.
- Cochise County agrees to provide a legal survey of the proposed plot leased from the Arizona State Land Department. The plot is in the order of 1/15 acre. The southern plot edge corresponds to northern fence line of the AZDPS compound.
- Cochise County agrees that the ownership and use of this plot shall not restrict the access right-a-way to the AZDPS fenced compound.
- Cochise County agrees to assume all costs of the lease transfer.
- Arizona Department of Public Safety, Wireless Systems Bureau, agrees to transfer the building (P-108), a 15'x23' Block building with a 12'x13' generator room; a 60 foot Sabre S3TL tower (AZDPS inventory # DPS050474) and a Generac - Propane Generator (AZDPS inventory # DPS038873 – Sn# 886764).

Indemnification: Neither party to this agreement agrees to indemnify the other parties or hold harmless the other parties from liability hereunder. However, if the common law or statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement; then the right to pursue one or both of these remedies is preserved.

Arbitration: To the extent required by A.R.S. §§ 12-1818(B) and 12-133, the Parties agree to resolve any dispute arising out of this agreement by arbitration.

In Witness hereof, the parties hereto have signed this agreement effective the day and year set forth below.

Robert C. Halliday, Colonel
Director
Arizona Department of Public Safety

Signature


Date

Richard R. Searle
Chairman, Cochise County
Board of Supervisors

Signature

Date

Assistant Attorney General
Approved to form



Signature

8/13/12

Date

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The Arizona Department of Public Safety (AZDPS), and the County of Cochise (Cochise) enter into this Memorandum of Agreement for the purpose of transferring a Communication tower located at the Texas Canyon (Dragoon Mountain) Communications Site from AZDPS to Cochise.

This statement pertains specifically to the roles and responsibilities of the Arizona Department of Public Safety, Wireless Systems Bureau (AZDPS/WSB), and Cochise County (Cochise) in the transfer of property between AZDPS and Cochise.

- Arizona Department of Public Safety, Wireless Systems Bureau, agrees to transfer a 100 foot Rohn SSV100 tower (AZDPS inventory # AHP008799) to the County.
- Cochise County agrees to assume ownership, responsibility and any site costs for the tower.

Indemnification: Neither party to this agreement agrees to indemnify the other parties or hold harmless the other parties from liability hereunder. However, if the common law or statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement; then the right to pursue one or both of these remedies is preserved.

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